

a license fee determined by multiplying the number of Residential Subscribers for such month by the "Subscription Rate," which shall be set and determined as follows: The Subscription Rate shall be

The number of Service Subscribers during any month shall be equal to the average of the number of Service Subscribers at the beginning of the month and the number of Service Subscribers at the end of the month.

(b) Monthly Fees for Commercial Subscribers. In consideration of the terms and conditions set forth herein, for each calendar month during the Term, Affiliate shall pay Network a license fee determined by multiplying the number of Commercial Subscribers by the Subscription Rate (as determined in Section 6(a) above); provided that such monthly license fee is subject to increase as set forth in this Section 6(b). If Affiliate provides Fox News to Commercial Subscribers and charges a rate for the level or package of service on which Fox News is carried that is higher than the rate Affiliate charges for providing such level or package of service to a Residential Subscriber, then the monthly license fee payable to Network for such service hereunder in connection with such Commercial Subscriber shall be increased by multiplying the applicable monthly license fee by a fraction (x) the numerator of which is the rate Affiliate is charging such Commercial Subscribers for such service and (y) the denominator of which is the rate Affiliate charges Residential Subscribers for such service.

(c) Bulk Rate Subscribers. Affiliate may provide Fox News on a bulk-rate basis to Service Subscribers in multiple dwelling complexes including, without limitation, apartments, hotels, motels, hospitals and universities, provided that (i) each such complex subscribes to and receives Fox News through the System; (ii) all units in each such complex have the capacity to receive Fox News; (iii) with respect to hotel and motel units served by Affiliate under this section, Fox News is included as a convenience of occupancy without additional charge; and (iv) Affiliate notifies Network of all such complexes being serviced on a bulk-rate basis within thirty (30) days of the date such service is initiated. Notwithstanding the foregoing, Affiliate shall not be entitled to apply the following bulk-rate formula if any such dwelling unit or similar individual

unit receives a separate bill or invoice.

The number of Bulk Rate subscribers per complex shall be determined in accordance with the following formula:

$$\begin{array}{l} \text{Number of Bulk Rate} \\ \text{Subscribers (per complex) =} \end{array} \frac{\begin{array}{l} \text{Total monthly bulk-rate charged by Affiliate} \\ \text{to the pertinent complex for the level of} \\ \text{service containing Fox News} \end{array}}{\begin{array}{l} \text{Affiliate's basic monthly rate charged by} \\ \text{Affiliate to non-Bulk Rate Residential} \\ \text{Subscribers for the comparable level of} \\ \text{service.} \end{array}}$$

Each Bulk-Rate Subscriber shall be deemed a Service Subscriber in calculating Affiliate's monthly license fees to be paid to Network.

(e) Payment Terms. Payment of the license fees pursuant to this Section 6 for each month shall be made no later than thirty (30) days following the end of the calendar month for which payment is due. Past due payments shall bear interest at a rate of () per month, or the maximum allowed by law, whichever may be less, and Affiliate shall be liable for all reasonable costs and expenses (including, without limitation, reasonable attorney's fees) incurred by Network in collecting any past due payments.

(f) Complete Records. Affiliate shall keep accurate and complete records and accounts of billings, and all matters which pertain to Service Subscribers and are relevant to or required by this Agreement. Network's independent auditors shall have the right to examine and audit those records and accounts on reasonable notice to Affiliate during normal business hours during the Term and for after the final termination of this Agreement. Neither Network's acceptance of any information or payment nor its inspection or audit will prevent

Network from later disputing the accuracy or completeness of any payment made or information supplied by Affiliate.

(g) Officer's Certificate. On or before the thirtieth (30) day of each calendar month during the Term, Affiliate shall provide Network a true and complete report for the prior calendar month signed by Affiliate's chief financial officer, or his/her authorized designee, specifying the following information: (i) the service package on which Fox News is carried; (ii) the total number of Service Subscribers at the beginning of the month and at the end of the month; (iii) the total number of Bulk Rate Service Subscribers; (iv) the total number of Subscribers; (v) the channel on which Fox News is carried; and (vi) the retail rate charged to non-Bulk Rate Residential Subscribers for the service package which includes the Service.

7. LAUNCH AND CARRIAGE COMMITMENT. Affiliate agrees to launch the Service on the Satellite no later than (the date of such launch is referred to herein as the "Launch Date"). At all times throughout the Term commencing with the Launch Date, Affiliate shall distribute the Service via the System

8. PROMOTION AND RESEARCH

(a) Affiliate shall use its commercially reasonable efforts to maximize subscribers to and viewership of Fox News among all of its Subscribers, and, except for promotions of other services substantially funded by such services, to use the equivalent amount of funds and other resources as Affiliate devotes to any other advertiser-supported cable programming service or channel, and to promote Fox News in as favorable a manner as it promotes any other service or channel carried on the System on the same level of service package as Fox News. Affiliate shall include the Fox News programming schedule in any television listings and program guides it distributes to its Subscribers and potential subscribers.

(b) Network may, from time to time, undertake marketing tests and surveys, rating polls and other research in connection with Fox News. Upon Network's request, Affiliate shall cooperate in such research at Network's expense, by rendering such assistance as Network may reasonably request and which Affiliate can reasonably provide. Network shall treat as confidential information received from Affiliate and shall not utilize any such information except in connection with such test or surveys. Network need not seek Affiliate's consent to conduct any tests or surveys if Network does not seek cooperation or assistance from Affiliate.

(c)

9. TRADEMARKS

Affiliate acknowledges that the service marks, trademarks, trade names, logos, and other Fox News indicia used for the distribution and promotion of Fox News (the "Marks") are the exclusive property of Network and Affiliate does not acquire any proprietary rights in those names or marks by reason of this Agreement. Subject to Network's prior review and approval, Affiliate shall have the right to use the Marks for the purpose of promoting Fox News and the Network. Network retains the right to approve the use of any materials promoting or publicizing Fox News, which approval will not be unreasonably withheld. Notwithstanding the foregoing, promotional materials provided by Network and uses of the Marks in a factual manner in routine promotional materials such as program guides, program listings, and bill stuffers, if consistent with Network's prior uses shall be deemed approved unless Network notifies Affiliate to the contrary. Affiliate hereby acknowledges the right, title and interest of Network and its affiliated and related entities, in and to the Marks and the right of Network to use and license the use of the Marks, and Affiliate agrees not to claim any title to the Marks or any right to use the Marks except as expressly permitted by this Agreement. Affiliate shall not directly or indirectly question, attack, contest or in any other manner impugn the validity of the Marks or Network's rights in and to the Marks. Affiliate shall at no time adopt or use, without Network's prior written consent, any variation of the Marks or any work or mark likely to be similar to or confused with the Marks. Any and all goodwill arising from Affiliate's use of the Marks shall inure solely to the benefit of Network.

10. CONFIDENTIALITY

Neither Affiliate nor Network shall disclose to any third party (other than its respective employees, in their capacity as such), the terms of this Agreement or any confidential business information concerning the other derived in the course of performance of this Agreement, including, but not limited to, any information relating to identification of Subscribers or financial material obtained through an audit, except: (i) to the extent necessary to comply with law or the valid order of a court of competent jurisdiction, in which event the party making such disclosure shall so notify the other as promptly as practicable (and, if possible, prior to making such disclosure) and shall seek confidential treatment of such information; (ii) as part of its normal reporting or review procedure to its parent company, auditors and attorneys who agree to be bound by the provisions of this Section 10; (iii) in order to enforce its rights pursuant to this Agreement, and (iv) if mutually agreed by Affiliate and Network in writing.

11. REPRESENTATIONS AND INDEMNIFICATIONS

(a) Network Representations. Network represents and warrants to Affiliate that (i) Network is a limited liability company duly organized and validly existing under the laws of the State of Delaware, (ii) Network has the power and authority to enter into this Agreement and to perform fully its obligations hereunder; and (iii) Network is under no contractual or other legal obligation which shall in any way interfere with its prompt and complete performance hereunder.

(b) Affiliate Representations. Affiliate represents and warrants to Network that (i) Affiliate is a corporation duly organized and validly existing under the laws of its state of incorporation; (ii) Affiliate has the corporate power and authority to enter into this Agreement and to perform fully its obligations hereunder; (iii) Affiliate is under no contractual or other legal obligations which shall in any way interfere with its full, prompt and complete performance hereunder; (iv) Affiliate owns at least fifty-one percent (51%) of the System and possesses, directly or indirectly, the power to direct or cause the direction of its management and policies including, without limitation, controlling the distribution and marketing of all programming services; and (v) Affiliate has permission and authorization granted by the FCC to operate the Satellite at the frequencies associated with the Satellite's orbital location.

(c) Network Indemnities. Network will indemnify and hold harmless Affiliate, its parents, affiliates, subsidiaries, successors and assigns and the respective owners, officers, directors, agents and employees of each, from and against any and all claims, liabilities, costs and expenses (including reasonable attorney's fees and court costs, but EXCLUDING AFFILIATE'S LOST PROFITS OR CONSEQUENTIAL DAMAGES, IF ANY), arising out of (i) Network's breach of this Agreement; (ii) material supplied by Network pursuant to this Agreement and (iii) the transmission of any programming in Fox News which violates any copyright, right of privacy or literary or dramatic right; provided, however, that the foregoing indemnities shall not apply to (1) any material furnished or added by any party other than Network after delivery of Fox News to the System; (2) advertisements inserted by Affiliate; (3) music performance rights payments imposed on Affiliate by applicable music rights societies to the extent that such payments are not directly attributable to Affiliate's exhibition and distribution of Fox News to its Subscribers; and (4) to the extent that the liability, action, claim, demand, loss, alleged or proven damages or expenses arise or occur because Affiliate has utilized Fox News in violation of this Agreement.

(d) Affiliate Indemnities. Affiliate will indemnify and hold harmless Network, its parents, affiliates, subsidiaries, successors and assigns and the respective owners, officers, directors, agents and employees of each, from and against any and all claims, liabilities, costs and expenses (including reasonable attorney's fees and court costs, but EXCLUDING NETWORK'S LOST PROFITS OR CONSEQUENTIAL DAMAGES, IF ANY), arising out of (i) Affiliate's breach of this Agreement; (ii) Affiliate's marketing of Fox News; (iii) any claim by a Subscriber (except with respect to claims relating to the specific content of Fox News); and (iv) any materials supplied or permitted by Affiliate (including local commercial announcements), furnished, added or deleted by any other party other than Network after delivery of Fox News to the System, provided, however, that the foregoing indemnities shall not apply to: (1) public performance rights of music; (2) the specific content of Fox News as provided by Network to Affiliate, or (3) promotional materials supplied and used as authorized by Network. In addition, Affiliate shall pay, and hold Network harmless from and against, all taxes, franchise fees, and other similar charges based upon revenues derived by Affiliate or its operations. Affiliate's license of Fox News or its use of any equipment in connection with Fox News.

(e) The party seeking indemnification (the "Indemnified Party") shall promptly notify the other party (the "Indemnifying Party") in writing of the claim or action for which such indemnity applies. The Indemnifying Party shall undertake the defense of any such claim or action and permit the Indemnified Party to participate therein at the Indemnified Party's own expense. The settlement of any such claim or action by an Indemnified Party, without the Indemnifying Party's prior written consent, shall release the Indemnifying Party from its obligations hereunder with respect to such claim or action so settled.

(f) The indemnifications and audit rights set forth herein shall continue through the Term and shall survive the expiration or termination of this Agreement.

(g) Collection. If a party uses an outside collection agency or legal counsel to collect past-due license fees and/or penalties, the other party shall pay all reasonable costs incurred by such non-defaulting party in such collection efforts, including but not limited to agency fees, court costs, attorney fees and enforcement costs.

12. TERMINATION.

(a) Either party, in addition to all other remedies that may be available to it under this Agreement or under applicable law, may elect to terminate this Agreement and be relieved of any further liabilities and obligations hereunder in the event of any default as hereinafter described on the part of the other party. Either party shall be deemed in default hereunder:

(i) if it breaches or otherwise fails to comply with or fulfill any material provision hereof on its part to be performed, and such breach or failure in performance is not or cannot be cured within thirty (30) days after receipt of written notice from the other party specifying such alleged breach or failure, except in cases of alleged breaches based upon nonpayment of money due where the cure period shall be fifteen (15) days; provided, however, that if breaches, similar in nature, occur more than twice in any twelve (12) month period, then the latest of such breaches shall be deemed incurable for purposes of this paragraph; or

(ii) if a petition in bankruptcy or for reorganization is filed by or against it under any Bankruptcy Act now or hereafter in force and not dismissed within thirty days (unless prohibited by law); or if it makes an assignment for the benefit of its creditors, or if a receiver, trustee, liquidator or custodian is appointed for all or a substantial part of its property, and the order of appointment is not vacated within thirty (30) days; or if it assigns or encumbers this Agreement contrary to the terms hereof; or if all or a substantial part of its property is sequestered and the order of sequestration is not vacated within thirty (30) days.

(b) Whether or not Network exercises its rights to terminate this Agreement upon the default of Affiliate hereunder, in addition to any and all other rights and remedies Network has

pursuant to this Agreement or under applicable law, upon any such default Network shall have no further obligation (if any previously existed) to provide Affiliate with any incentives or financial support of any kind or nature throughout the remainder of the Term (whether or not Affiliate shall have been entitled to such support prior or subsequent to such default), unless and until such default is cured to the satisfaction of Network.

(c) Network retains the right at all times to permanently cease its distribution of Fox News on ninety (90) days' notice without any liability therefor to Affiliate.

13. ACQUISITIONS AND DIVESTITURES

(a) Acquired Subscribers. Without limiting the generality of any other provision of this Agreement, whenever in this Agreement an obligation is imposed upon Affiliate with respect to its Subscribers as of the date hereof, Affiliate acknowledges and agrees that such obligation shall be deemed imposed upon all Subscribers which are acquired by Affiliate or otherwise become Subscribers subsequent to the date hereof.

(b)

14. NOTICES.

Unless otherwise specifically provided, all notices given under this Agreement shall be in writing, and shall be delivered by personal delivery, certified or registered mail, return receipt requested, postage or charges prepaid, telegram, overnight courier or facsimile machine at the addresses listed below. If notice is given by personal delivery, notice shall be deemed given on delivery; if notice is mailed, notice shall be deemed given on the fifth day following mailing thereof; if notice is sent by an overnight courier service, notice shall be deemed given on the day following delivery of notice to the overnight courier service.

If to Network:

Att: President
Fox News Network, L.L.C.
1211 Avenue of the Americas, 2nd Floor
New York, New York 10036

With copies to

General Counsel
At the same address

Senior Vice President, Affiliate Sales and Marketing
Fox News Network, L.L.C.
620 Avenue of the Americas, 6th Floor
New York, New York 10011

If to Affiliate:

Att: Vice President, Programming
EchoStar Satellite Corporation
5701 South Sante Fe Drive
Littleton, Colorado 80120
Telephone: _____
Facsimile: _____

With a copy to:

General Counsel
At the same address

Either party may change its address by giving notice to the other in the manner set forth above.

15. ASSIGNMENT.

(a) Assignment. The rights and obligations of a party may not be assigned, directly or indirectly, in whole or in part, without the prior written consent of the other party; provided that such consent shall not be required in the event that (i) a party assigns its rights and obligations hereunder to a Related Entity (provided that with respect to such an assignment by Affiliate, Affiliate or such Related Entity retains management control of the System), or (ii) a party assigns this Agreement to a purchaser or transferee of substantially all of such party's assets (including the System, with respect to an assignment by Affiliate); provided that any such purchaser, transferee or assignee of Affiliate shall assume Affiliate's obligations under this Agreement for the remainder of the Term. Notwithstanding the foregoing, Affiliate may not assign its rights and obligations hereunder unless all amounts due and owing to Network by Affiliate up to and including the date of assignment have been paid in full. The foregoing provisions of this Section shall not affect or modify Affiliate's obligations pursuant to Section 13 above. In the event of any valid assignment of this Agreement by a party, such party shall be relieved of all obligations arising thereafter and the other party shall look solely to the assignee for enforcement of such obligation.

(b) Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon, the parties hereto and their respective successors and permitted assigns.

16. OTHER FOX NEWS AGREEMENTS.

In no event shall any Service Subscribers receiving the Service in satisfaction of or otherwise pursuant to any other agreement authorizing carriage of the Service (whether entered into prior to or subsequent to the date hereof) be applied to or utilized to satisfy Affiliate's distribution commitments hereunder. In addition, any Subscriber receiving the Service pursuant to the terms hereof shall not count towards compliance with or satisfaction of any subscriber or distribution commitments or guarantees required in connection with any other agreement authorizing carriage of the Service.

17.

18. GENERAL

(a) Complete Understanding. This Agreement (together with the Exhibit(s) attached hereto) contains the full and complete understanding of the parties with respect to its subject matter and supersedes any previous agreements between the parties. This Agreement cannot be changed orally and no waiver by either party of any breach of this Agreement shall constitute a waiver of any other such breach. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against either party. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of this Agreement.

(b) No Agency. Neither Affiliate nor Network shall be, or shall hold itself out to be, the agent of the other under this Agreement. No Subscriber shall be deemed to have any privity of contract or direct contractual or other relationship with Network by virtue of this Agreement or Network's delivery of Fox News to the System hereunder. Nothing contained herein shall be deemed to create, and the parties do not intend to create, any relationship of partners or joint venturers as between Affiliate and Network with respect to this Agreement.

(c) Applicable Law. The obligations of Affiliate and Network under this Agreement are subject to all applicable federal, state and local laws, rules, and regulations (including the rules and regulations of the Federal Communications Commission, as amended from time to time).

(d) Reservation of Rights. All rights to Fox News and its contents are specifically reserved to Network and may be exercised and exploited by Network by any means and in any

location during the Term, freely and without restriction.

(e) Force Majeure. Neither Network nor Affiliate shall be liable to the other for any delays, preemptions or other failure to perform when such delays, preemptions or failures are due to any cause beyond the control of the party whose performance is so affected, including, without limitation, an act of God, fire, war, strike, riot, labor dispute, natural disaster, technical failure (including the failure of all or part of any necessary equipment), failure of performance of any entity with which Network has a contract for the supply of programming, or any other reason beyond the control of the party whose performance is prevented during the period of such occurrence, including any legal prohibition, decree, regulation, or requirement of any governmental authority having jurisdiction. In the event of any such delay, preemption or failure, the affected performing party shall promptly notify the other party of the nature and anticipated length of continuance of such force majeure, and during such period both parties shall be excused from performance. In the event that Affiliate is unable to deliver the Service to Subscribers as a result of a Force Majeure Event, Affiliate agrees to use commercially reasonable efforts to implement replacement or substitute facilities and technical services in order to transmit and otherwise deliver the Service to Subscribers.

(f) Governing Law. This Agreement and all collateral matters relating thereto shall be construed in accordance with the laws of the State of New York, applicable to agreements fully made and to be performed therein, irrespective of the place of actual execution and/or performance of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first set forth above.

ECHOSTAR SATELLITE
CORPORATION

By: David K. Moskowitz

Name: David K. Moskowitz

Title: Senior Vice President

FOX NEWS NETWORK, L.L.C.

By: _____

Name: _____

Title: _____

ENCLOSURE/2024-03-20

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers.

**ECHOSTAR SATELLITE
CORPORATION**

By: _____

Name: _____

Title: _____

FOX NEWS NETWORK, L.P.C.

By:  _____

Name: _____

Title: _____

EXHIBIT 1

**OMNIBUS AMENDMENT TO THE
FOX NEWS CHANNEL AFFILIATION AGREEMENT**

This OMNIBUS AMENDMENT ("Omnibus Amendment"), dated as of September 29, 2004 by and between Fox News Network, L.L.C. ("Network"), and EchoStar Satellite L.L.C. ("Affiliate"), hereby amends that certain FOX NEWS CHANNEL AFFILIATION AGREEMENT dated as of November 30, 1998 by and between Affiliate and Network (as amended, modified or supplemented from time to time, the "Affiliation Agreement"). All capitalized terms used but not defined herein shall have the meaning set forth in the Affiliation Agreement.

In consideration of the mutual promises and covenants contained herein and in the Affiliation Agreement, and for other good and valuable consideration, the parties hereby agree as follows:

1. **Amendments to Definitions.** The Affiliation Agreement shall be amended as follows:

(a) As used herein and therein, the term "Agreement" shall mean the Fox News Channel Affiliation Agreement dated as of November 30, 1998 by and between Affiliate and Network, as amended by the Omnibus Amendment, dated as of September 29, 2004 by and between Affiliate and Network (the "Omnibus Amendment").

(b) Section 1 of the Affiliation Agreement shall be amended as follows:

(i) The definitions of "Service Subscribers" and "Subscriber" as defined in the Affiliation Agreement shall each be deemed to be amended to add to such definitions and include thereunder (

each seat on each Aircraft receiving Fox News in accordance with the Omnibus Amendment, such that each such seat shall be deemed and counted as a Commercial Subscriber of Affiliate.

(c) Section 1 of the Affiliation Agreement shall be further amended by adding the following definitions in alphabetical order:

(i) "Aircraft" shall mean commercial aircraft operated by an Airline, which offers programming distributed by Affiliate, including at a minimum, Fox News.

(ii) "Airline" shall mean a commercial airline operating commercial aircraft for the transportation of passengers.

(iii) "Authorized Aggregators" shall mean entities that own or

have rights to multi-unit residential and commercial satellite master antenna facilities, including programming aggregators which distribute television programming services to such facilities, which are located in the Territory and distribute Fox News to their subscribers in the Territory; provided, that such entities are authorized by Network in writing to receive Fox News as "transported" by Affiliate, subject to the terms and conditions contained herein.

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3. Amendments for Transport Rights. The Affiliation Agreement shall be amended as follows:

(a) Section 2(d) of the Affiliation Agreement shall be amended by adding the following Section 2(d)(iii):

“(iii) Distribution to Authorized Aggregators.

(A) Pursuant to this Section 2(d) and subject to the terms and conditions set forth herein, Network hereby authorizes Affiliate to transport the signal of Fox News to Authorized Aggregators (the “Transport Rights”) within the Territory during the Transport Term.

(B) Each Authorized Aggregator and Network shall be parties to a fully executed written agreement authorizing access to Affiliate’s

signal of Fox News as transmitted via Affiliate's Satellite (each, an "Authorized Aggregator Agreement"). Network will notify Affiliate of the execution of each Authorized Aggregator Agreement and Network's authorization for the Authorized Aggregator to receive Fox News hereunder by sending Affiliate a notice substantially in the form attached as Exhibit B to the Omnibus Amendment.

(C) Affiliate shall not authorize the reception of the Fox News signal by any Authorized Aggregator prior to the execution of an Authorized Aggregator Agreement for such Authorized Aggregator.

(D) All subscribers and customers of each Authorized Aggregator receiving Fox News shall be deemed and counted as subscribers of such Authorized Aggregator and shall not be deemed or counted as Affiliate's subscribers. Each Authorized Aggregator that receives the Fox News signal as transported by Affiliate shall remit fees and reports directly to Network pursuant to the Authorized Aggregator Agreement."

(b) Section 5 of the Affiliation Agreement shall be amended by adding the following Section 5(k):

"(k) Distribution by Transport.

(i) The technical quality of the Fox News signal delivered by Affiliate to any Authorized Aggregator shall at all times be at least as good as the technical quality of all other programming services provided by Affiliate to its subscribers.

(ii) Affiliate shall deliver the signal of Fox News to each Authorized Aggregator as it is provided to Affiliate by Network, in its entirety, without delay, interruption, alteration, addition, deletion or editing of any portion thereof. Affiliate shall maintain suitable facilities for the pick-up and retransmission of the Fox News signal to each Authorized Aggregator's distribution system and shall comply with all applicable local, state and federal rules and regulations.

(iii) Except to the extent permitted hereunder, Affiliate shall ensure that Fox News, as distributed to Authorized Aggregators, shall be exactly the same in programming content as such Authorized Aggregators would have received from Network had they received Fox News via the means by which Network would otherwise deliver Fox News to each Authorized Aggregator.

(iv) In no event shall Network be responsible for any cost or expense, of whatever kind or nature, incurred by either Affiliate or any Authorized Aggregator, with respect to, or in connection with, the

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transport by Affiliate to any Authorized Aggregator, or access by any Authorized Aggregator, of the Service.”

(c) Section 12 of the Affiliation Agreement shall be amended by adding the following Section 12(e):

“(e) In the event that an Authorized Aggregator defaults on any of its obligations under its Authorized Aggregator Agreement without cure in accordance with the terms of such Agreement, Network may, as its sole remedy as between Affiliate and Network, in its sole discretion, terminate the authorization for such Authorized Aggregator to receive the Fox News signal from Affiliate. Affiliate agrees to terminate access by such Authorized Aggregator to Fox News within two (2) business days of receipt of written notification of such termination by Network. In no event shall Affiliate have any obligation to provide access to the Affiliate signal of Fox News to any Authorized Aggregator subsequent to the termination of this Agreement. The authorizations provided herein and in the Authorized Aggregator Agreements shall automatically terminate upon the termination of this Agreement without further action by the Network. In no event shall Affiliate be permitted to provide access to the Fox News signal to any Authorized Aggregator subsequent to the termination of the Affiliation Agreement or the Authorized Aggregator Agreement;

(the “Transport Term”).”

4. Amendments for Distribution to Commercial Aircraft. The Affiliation Agreement shall be amended as follows:

(a) Section 2(d) of the Affiliation Agreement shall be amended by adding the following Section 2(d)(iv):

“(iv) Distribution to Commercial Aircraft. In furtherance of the desire of the Network to promote the Service to Airline passengers and to promote viewership of Fox News, Network hereby grants to Affiliate (and specifically excludes from such grant any of Affiliate’s in-flight entertainment equipment installers or marketing agents (each, an “IFE”)), the non-exclusive right to distribute the Service as part of Affiliate’s airline distribution service offered to passengers on-board Aircraft operated by the Airlines within the Territory during the Aircraft Rights Term (the “Aircraft Rights”).”

(b) Section 5 of the Affiliation Agreement shall be amended by adding the following Section 5(l):

“(l) Aircraft Distribution.

(i) Affiliate hereby accepts such license to distribute the Service to Aircraft pursuant to Section 2(d)(iv) on the terms and conditions stated herein, and shall authorize the distribution of the Service to the Airline in its entirety (including all advertisements and promotional spots included in the Service as received by the Aircraft from Affiliate) without any editing, alterations, interruptions, deletions, additions or insertions except as required for safety reasons. For purposes of the Aircraft Rights only, such distribution shall be strictly limited to in-flight, in-seat exhibition on the Aircraft, and nothing in this Agreement shall permit the exhibition of the Service in airport terminals, gates or passenger waiting areas or any other area outside of the Aircraft. Affiliate agrees that neither it nor any Airline shall have the right during the Aircraft Rights Term to delete the Service from such Airline once Fox News is launched on such Airline;

(ii) The parties acknowledge and agree that Affiliate shall have no control over whether any Airline elects to distribute the Service, or its passengers elect to view the Service at any time while Affiliate's airline distribution service is made available.

(iii) Affiliate shall receive and distribute the signal of the Service as transmitted by Network in accordance with the terms of this Agreement. In no event shall Network be responsible for any costs or expenses relating directly or indirectly to (i) the purchase and installation of any equipment necessary to receive the Service, (ii) receiving the Service on the Aircraft, or (iii) fees for such equipment or costs associated with receiving the Service on the Aircraft."

(c)

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(d) [Intentionally Omitted].

(e) Section 6 of the Affiliation Agreement shall be amended by adding the following Section 6(j):

“(j) On a monthly basis, Affiliate shall provide Network with a current and complete list of all Airlines authorized to receive Fox News pursuant to Section 2(d)(iv) for each month during the calendar quarter. Such report shall be provided to Network along with the monthly Officer’s Certificate required to be provided in accordance with Section 6(g) and shall include the total number of Aircraft receiving the Service.”

(f) Section 8 of the Affiliation Agreement shall be amended by adding the following Section 8(d) and 8(e):

“(d) Affiliate may include the Service in marketing and promotional materials regarding Affiliate’s airline distribution service and may promote the Service in a manner equivalent to other such programming services, excepting those programming services paying an extra fee for promotion.

(e) Network hereby grants to Affiliate during the Aircraft Rights Term the following rights (which rights may be exercised by a participating IFE or Airline), but not the obligation, to be exercised by Affiliate in its sole discretion, with respect to its marketing of the Service: (i) the right to use any and all marketing materials delivered by Network to Affiliate (and/or a participating IFE or Airline, if applicable) for the purposes of marketing the Service; (ii) the right to manufacture and produce its own marketing materials, subject to the prior approval of Network, such approval not to be unreasonably withheld or delayed; and (iii) the right to use the Service’s names and/or logos to market the Service, subject to the prior approval of Network, such approval not to be unreasonably withheld or delayed, subject to Section 9.”

(g)

(h) [Intentionally Omitted].

5. **Applicable Law.** This Omnibus Amendment and all collateral matters relating hereto shall be construed in accordance with the laws of the State of New York, applicable to agreements fully made and to be performed therein, irrespective of the place of actual execution and/or performance of the parties hereto.

6. **Counterparts.** This Omnibus Amendment may be executed in separate counterparts, each of which shall be considered an original hereof but which together shall constitute one and the same instrument. This Omnibus Amendment shall become binding when one or more counterparts hereof, individually, or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Execution may be effected by delivery of facsimiles of signature pages (and the parties shall follow such delivery by prompt delivery of originals of such pages).

7. Except as expressly set forth in this Omnibus Amendment, all terms and conditions of the Affiliation Agreement remain unmodified and in full force and effect. If there are any conflicts between the terms of this Omnibus Amendment and the Affiliation Agreement, the terms of this Omnibus Amendment shall prevail. This Omnibus Amendment may not be modified or amended except in a writing signed by an Authorized Person of each party.

IN WITNESS WHEREOF, the parties hereto have entered into this Omnibus Amendment as of the date first set forth above.

FOX NEWS NETWORK, L.L.C.

By: Mark Kiang
Title: CEO
2/24/05

ECHOSTAR SATELLITE L.L.C.

By: [Signature]
Title: _____

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